सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

KSCOSA KALYAN NAGAR ★ Authorised Signatory Ph: 9341805570 7892968487 ★ BANGALORE-43

Rs. 5,000

e-Stamp

Certificate No.	:	**IN-KA07369941629155U**
Certificate Issued Date	:	30-Apr-2022 10:50 AM
Account Reference	:	NONACC/ kakscsa08/ KALYANNAGAR/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSCSA08435233133668919U
Purchased by	:	CGC INFRA PROJECTS PVT LTD
Description of Document	:	Article 12 Bond
Description	:	CONTRACT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EE BYATARAYANAPURA DIVISION BBMP BANGALORE
Second Party	:	CGC INFRA PROJECTS PVT LTD
Stamp Duty Paid By	:	CGC INFRA PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	:	5,000 (Five Thousand only)

Please write or type below this line

AGREEMENT

Agreement No. 53 **/22-23**

This agreement made on this 22nd day of June 2022 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **M/S CGC Infra Projects Pvt Ltd. No:4AC-402,1st Floor,Kammanahalli Main Road,HRBR Layout,2nd Block,Kalyananagar,Bangalore-43.,** (hereinafter called "the Contractor") of the other part.

For CGC INFRA PROJECTS PVT LTD

DIRECTOR

Executive Engineer
Byatarayanapura Division
Yelahanka Zone BBMP

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of **Improvements and Restoration of Roads in Ward No. 06 (Package 02) (Package Consists of 11 works).**for Work Code :**006-23-000001**,IndentNo.**48375**. **Budget Head & P Code. 340203/P3867 SIP-Restoration of 110 Village Roads dug up by BWSSB for water supply works** ,Administrative Approval AS/EE(BTP)/02/2022-23 Date:19-04-2022 and Technical Sanction No. TS/CE/(YNK)/41/2021-22 Date:02-09-2021 of Tender Notification **No.EE/BTP/BBMP/E-PMT/07/2021-22, Dated:03.09.2021**, (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract. As per the Govt Approval no: UDD/05/MNY/2022, Dated 18.04.2022 the Government has Approved for **Rs.9,72,04,972.28 (Rupees Nine Crore Seventy Two Lakhs Four Thousand Nine Hundred Seventy Two & Twenty Eight paisa Only) Which works out (+1.00%) Above** ,The FSD 5% Rs.48,60,250.00/- paid through BG No:52270IGL0002422, Dt:16.06.2022, Union Bank OF India, Hennur Main Road Branch, GST No: **29AAHCC2704K1ZL**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST is included in other than 2018-19 schedule of Rates.
6. Sub-Letting of work is prohibited.
7. The defect liability period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.

For CGC INFRA PROJECTS PVT LTD

DIRECTOR

Executive Engineer
Byatarayanapura Division
Yelahanka Zone BBMP

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KSCOSA KALYAN NAGAR ★ BANGALORE-43 ★
Authorised Signatory
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Stamp Duty Amount(Rs.)	:	5,000 (Five Thousand only)

Please write or type below this line

10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
11. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in Stipulated time / Upto to Defect Liability Period.
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:

Executive Engineer
Byatarayanapura Division
Yelahanka Zone BBMP

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a. Letter of Acceptance;
b. Notice to proceed with the works;
c. Contractor's Tender as per e-proc Portal.
d. Contract Data as per e-proc Portal.;
e. Conditions of contract (including Special Conditions of Contract);
f. Specifications;
g. Drawings;
h. Bill of quantities; and
i. Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of :
1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor For CGC INFRA PROJECTS PVT LTD

In the presence of :

Binding Signature of Employer:

DIRECTOR

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

Executive Engineer
Byatarayanapura Division
Yelahanka Zone BBMP